

*K Great Brit. - George III*



18

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*Cap. 80.*

A C T

F O R

Vesting the Manor of Astley, and certain Messuages, Lands, Tenements, and Hereditaments in Astley, Tyldesley, and Bedford, in the County of Lancaster, comprized in the Marriage Articles of Thomas Froggatt and Hannah his Wife, in Trustees, to the several Uses upon the Trusts, and subject to the Powers, Provisoos, and Restrictions therein mentioned.



**W**HEREAS by articles of agreement entered into, previous to the marriage of Thomas Froggatt, late of Bakewell, in the County of Derby, but now of Manchester, in the county of Lancaster, gentleman, with Hannah his wife, bearing date the ninth day of December which

Recital of marriage articles.

was in the year of our Lord one thousand seven hundred and fifty-five, and made or mentioned to be made between the

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said

said Thomas Froggatt, by the name and addition of Thomas Froggatt of Bakewell, in the county of Derby, gentleman, of the first part; Francis Jodrell the elder of Tovemlow, in the county of Chester, esquire, and the said Hannah Froggatt, then Hannah Jodrell, spinster (eldest daughter of the said Francis Jodrell) of the second part; and Francis Jodrell the younger, esquire (son and heir apparent of the said Francis Jodrell the elder) and Richard Edensor of Congleton, in the said County of Chester, gentleman, of the third part: the said Thomas Froggatt, in consideration of the marriage then intended and soon afterwards solemnized between the said Thomas Froggatt and Hannah his wife, and of the portion or fortune of the said Hannah to be paid and applied in manner therein mentioned, did thereby, for himself, his heirs, executors, and administrators, covenant, promise, grant, and agree to and with the said Francis Jodrell the elder, his executors and administrators, that in case the said marriage should take effect he the said Thomas Froggatt should, within one year after the solemnization thereof, well and truly pay, satisfy, and discharge a sum of four thousand pounds, and interest, therein mentioned to be then due and owing unto Charles Hurt of Alderwasley, in the said county of Derby, esquire, upon a mortgage of all or the greatest part of the manor and premises in the said articles contained, and herein after particularly mentioned and described, and also two several legacies of three hundred pounds and two hundred pounds to Thomas Tyldesley and Jane Tyldesley, spinster, and all other the incumbrances affecting the said premises (except an estate for life which Mary Sutton, widow, had of and in some part of the said premises, and except two several annuities of thirty pounds and twenty pounds therein also mentioned to be issuing out of the said premises, or some part thereof, to the said Mary Sutton for her life as and for her jointure); and also that he the said Thomas Froggatt or his heirs, and all and every other person and persons having or lawfully claiming to have any estate, title, or interest of, in, or to the said manor and premises, or any part thereof (other than and except the said Mary Sutton in respect of her said jointure or estate for life as aforesaid, and the several lessees for lives or years in respect



spect of the leases to them then before made of any part or parts of the said premises) should and would, within one year after the solemnization of the said intended marriage, by such good and effectual conveyances and assurances as the said Francis Jodrell the elder, his executors or administrators, or his or their counsel should require, convey, and assure unto the said Francis Jodrell the younger, and Richard Edenfor, and their heirs, freed and discharged of and from all incumbrances (except as therein before is excepted) All that the manor or lordship of Astley, in the said county of Lancaster, with all its rights, members, and appurtenances, and the demesnes and demesne lands thereunto belonging; and all that capital messuage called Damhouse, lying in Tyldesley, in the same county, and all other the messuages, tenements, lands, rents, and hereditaments situate, lying, or being within the several townships or places of Astley and Tyldesley aforesaid, and in Bedford, in the said county of Lancaster, or elsewhere in the said county of Lancaster (except the tithes of Little Hulton) whereof or wherein the said Thomas Froggatt, or any other person or persons in trust for him or for his use, was or were seised of any estate of inheritance whatsoever in possession, reversion, remainder, or expectancy, or intitled to the equity of redemption thereof, and the reversion and reversions, remainder and remainders, rents, issues, and profits of all the said premises, to and for the several uses, intents, and purposes, upon the trusts, and under and subject to the powers, provisions, declarations, and agreements therein after-mentioned, expressed, or declared concerning the same; that is to say, To the use of the said Thomas Froggatt and his assigns for and during the term of his natural life, without impeachment of waste, and with full power to do or commit waste; remainder to the said Francis Jodrell the younger and Richard Edenfor, and their heirs, during the life of the said Thomas Froggatt, upon trust to preserve the contingent uses and remainders therein after-mentioned to be limited thereof: and from and after his decease, To the use, intent, and purpose, that the said Hannah Froggatt and her assigns, in case she should survive the said Thomas Froggatt, should yearly and every year from the death of the said Thomas Froggatt during

during her natural life, have, receive, and take, by and out of the rents, issues, and profits of the said premises, or any part thereof, one clear annuity or yearly rent-charge of one hundred and sixty pounds, to be issuing and payable out of all and singular the said premises: And it is thereby agreed that it should be declared in such intended settlement, that the said annuity or yearly rent-charge should be in full for her jointure, and in bar of her dower, and should be payable at or upon the feast days therein-mentioned, with the usual powers of distress and entry for recovery thereof: And from and after the decease of the said Thomas Froggatt, and subject to the said annuity or rent-charge of one hundred and sixty pounds, and the powers of distress and entry aforesaid, To the use of the said Francis Jodrell the younger and Richard Edensor, their executors, administrators, and assigns, or such other trustee as should be named by the said Francis Jodrell the elder and Thomas Froggatt, or their respective executors or administrators, for and during the term of five hundred years, to commence from the death of the said Thomas Froggatt, without impeachment of waste, upon the trusts, and to and for the intents and purposes, and subject to the provisos and agreements therein after declared concerning the same: And from and after the expiration or other sooner determination of the said term of five hundred years, To the use of the first and all and every other son and sons of the said Thomas Froggatt, on the body of the said Hannah his then intended wife to be begotten, severally and successively in tail-male: And in default of such issue, To the use of the right heirs of the said Thomas Froggatt for ever: And as to the said term of five hundred years, it is thereby agreed, that it should be declared in such intended settlement that the same should be so limited upon trust to raise such several and respective sum and sums of money, for the portions or fortunes of the younger son or sons, daughter or daughters of the said intended marriage, as therein is mentioned, and by this act is provided for him, her, or them: And in the said articles of agreement there is a proviso whereby it is declared and agreed, that in the said intended settlement there should be inserted the following powers; that is to say, a power for the said Thomas Froggatt



gatt from time to time during his life to make leases for one, two, or three life or lives, or for ninety-nine years or any lesser term, determinable on the deaths of one, two, or three life or lives, of such part or parts of the said premises thereby agreed to be settled as aforesaid, as were then in lease for one, two, or three life or lives, or any number of years determinable on one, two, or three life or lives, and had been usually so leased or demised, so as the terms and estates in and by the same leases to be granted respectively should commence in possession, and not in reversion, or by way of future interest; and so as upon every such demise or lease there should be reserved and made payable during the continuance thereof, to be incident to and go along with the reversion of the same premises so leased, such or as great rents, boons, herriots, and services as were reserved and payable on the leases thereof then subsisting, or more; and so as none of the said leases be made dispunishable of waste; and that the respective lessee and lessees should execute counterparts of such lease or leases respectively: And also a power for the said Thomas Froggatt, by any his deed or deeds in writing, to be by him executed in the presence of two or more credible witnesses, or by his last will and testament in writing, to be by him duly published in the presence of three or more such witnesses, to charge all and singular the aforesaid premises, or any part thereof, with any sum or sums of money, not exceeding in the whole the sum of two thousand five hundred pounds for the payment of his debts, or for such other purposes, as he shall think fit, and to limit any term or terms for raising thereof, to be paid at such days and times and in such manner, as the said Thomas Froggatt by any such his deed or deeds or will as aforesaid, or any other deed or deeds, writing or writings, to be by him executed as aforesaid, shall direct or appoint, so as the jointure of the said Hannah Jodrell of one hundred and sixty pounds a year, and the powers of distress and entry aforesaid, be not thereby prejudiced or in any-wise affected: And the said Francis Jodrell the elder, for himself, his heirs, executors, and administrators, did thereby, for and in consideration of the said intended marriage, and of such intended settlement as aforesaid, covenant, promise, and

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agree

agree to and with the said Thomas Froggatt, his executors and administrators, that he the said Francis Jodrell the elder, his heirs, executors, or administrators, should and would, within one year after the solemnization of the said intended marriage, well and truly pay or cause to be paid unto the said Thomas Froggatt, his executors or administrators, the full sum of two thousand pounds of lawful British money, as and for the marriage portion of the said Hannah, together with interest for the same, after the rate of four pounds per centum, from the end of three calendar months next after the said marriage: And it was thereby declared and agreed, that the said sum of two thousand pounds, thereby before covenanted and agreed to be paid by the said Francis Jodrell the elder, should be paid and applied for and towards the satisfying and discharging the said sum of four thousand pounds so due to the said Charles Hurt on a mortgage of the said premises, or some part thereof as aforesaid, and that the term or estate for which the said premises stood mortgaged should be assigned or conveyed to, or to attend the uses and limitations therein before agreed or mentioned to be declared or limited of or concerning the said premises in and by the said intended settlement, and for the making more effectual the several uses, limitations, powers, provisos, and agreements therein before-mentioned, or to be mentioned or declared concerning the same, in and by the said intended settlement: And in the said articles is also contained another proviso, whereby it is declared and agreed, that in the said intended settlement there should be a power for the said Thomas Froggatt, by and with the consent and approbation of the said Francis Jodrell the younger and Richard Edensor, or the survivor of them, or the executors or administrators of such survivor, testified by writing under his or their hands and seals, to sell, alien, or exchange all or any of the said messuages, cottages, tenements, lands, or hereditaments, situate and being in Tyldesley and Bedford aforesaid, for the best price or value that can be reasonably had or gotten for the same, so as all such sum and sums of money which should be raised by such sales should be paid into the hands of the said Francis Jodrell the younger and Richard Edensor, or the survivor of them, his executors or administrators



administrators, to be by him or them laid out, with the approbation of the said Thomas Froggatt, his executors or administrators, in the purchase of other messuages, lands, or hereditaments of inheritance in the said counties of Lancaster, Derby, and Stafford, some or one of them; which same messuages, lands, and hereditaments when purchased, as well as the messuages, lands, or hereditaments for which any of the said premises should be exchanged, should be settled and assured to such uses as concerning the said premises, which should be sold or exchanged are therein before declared or agreed to be limited; and that from and immediately after such sale or exchange, the uses therein before declared, expressed, or mentioned of or concerning such of the said premises as should be so sold or exchanged should cease, determine, and be utterly void; as in and by the said recited articles of agreement, relation being thereunto had, will more fully appear :

**And whereas** the said Thomas Froggatt hath issue by the said Hannah his wife, one son and two daughters (to wit) Thomas Mort Froggatt, aged nine years or thereabouts, Betty Froggatt, aged thirteen years or thereabouts, and Hannah Froggatt, aged seven years or thereabouts, and no other issue :

Mr. and Mrs.  
Froggatt  
have issue,  
Thomas  
Mort Frog-  
gatt and two  
daughters.

**And whereas** the said Francis Jodrell the elder, soon after the solemnization of the said marriage, duly paid unto the said Thomas Froggatt the sum of two thousand pounds as and for the marriage portion of the said Hannah Froggatt his wife, in pursuance of the covenant for that purpose contained in the said recited articles of agreement, which the said Thomas Froggatt duly applied, together with five hundred pounds of his own money, towards discharging the said mortgage of four thousand pounds, and he hath also paid the said several legacies of three hundred pounds and two hundred pounds to the said Thomas Tyldesley and Jane Tyldesley; but there still remains one thousand five hundred pounds, together with some interest, now due and owing upon the security of the said mortgaged premises, which have been since transferred unto the Reverend James Bancks of Blackrod,

Mr. Jodrell  
paid his  
daughter's  
fortune in  
pursuance of  
articles.

rod, in the said county of Lancaster, clerk, and John Latham of Wigan, in the said county, founder :

**No settle-** **And whereas** no conveyance or settlement hath been made  
**ment has been** by the said Thomas Froggatt of the said manor and premises  
**made in pur-** in pursuance of the said articles of agreement, and the said  
**sue of the** Francis Jodrell the elder and Francis Jodrell the younger are  
**articles.** both dead several years ago :

**An act ob-** **And whereas** the said Thomas Froggatt, since his inter-  
**tained for in-** marriage, hath caused an act of parliament to be obtained  
**closing Astley** for inclosing, dividing, and allotting the commons and  
**commons.** waste grounds within the said manor and township of Astley, and in pursuance of such act of parliament a proportionable share of the said commons and waste grounds have been allotted to him for or in respect of the said estate in Astley, and he hath already improved some part thereof, and there remains upwards of two hundred acres capable of improvement ; and the said Thomas Froggatt hath also laid out a considerable sum of money in building, planting, and making other improvements upon the said estate, and hath hitherto declined to renew any of the leases which were existing at the time of making the said articles of agreement of such parts of the said estate as had been usually leased for lives or years, determinable upon lives or fines, and small reserved rents, whereby several of them are expired and fallen into possession, and many others of the said leases are held by one or two very old life or lives, by which means the said Thomas Froggatt hath increased the present yearly value of the said estate, by the said articles covenanted or agreed to be settled, to the sum of five hundred pounds or thereabouts, and the same will be of much greater value upon the expiration of the leases, which are now subsisting, and by the improvement of the commons or waste grounds which yet remain unimproved as aforesaid.

**Mr. Froggatt** **And whereas** the said Thomas Froggatt, in order to enable  
**has laid out** him to obtain the said act of parliament, and to carry the  
**a consider-** same into execution, and to make such other improvements  
**able sum in** upon the said estate, and by foregoing the exercise of the  
**improve-** power  
**ments, and**  
**has declined**  
**to renew the**  
**leases ;**  
**whereby se-**  
**veral are fal-**  
**len into pos-**  
**session.**  
**Estate in-**  
**creased in**  
**value.**  
**To make im-**  
**provements,**  
**&c. Mr. Frog-**  
**gatt has bor-**  
**rowed mo-**  
**ney, &c.**



power of granting such leases aforesaid, hath contracted a considerable debt, and is unable to raise money to pay the same, or to improve the said commons or waste grounds so remaining unimproved as aforesaid, without executing the said power of making leases for lives, and the power of charging the said estate with the sum of two thousand five hundred pounds, and by falling timber; which powers, if exercised, would be very prejudicial to the said Thomas Mort Froggatt, and such other person or persons, as shall or may become intitled to the inheritance of the said estate by virtue of the limitations, made or covenanted to be made and limited in and by the said articles of agreement, or without contracting a further debt, which will be very injurious to his younger children, and disable him from making a proper provision for them: And forasmuch as the debt now owing by the said Thomas Froggatt hath been contracted to enable him to obtain the said act of parliament, and to make such improvements as aforesaid, with a view to raise the value of the said estate for the benefit of the said Thomas Mort Froggatt, and all and every other the son and sons which the said Thomas Froggatt may have by the said Hannah his wife; the said Thomas Froggatt is desirous to have a power to charge the said estate with any sum of money, not exceeding the sum of six thousand pounds, in order that he may therewith discharge the said sum of one thousand five hundred pounds, and the interest now due on the security of the said mortgage, and also the debt which he hath contracted for the purposes aforesaid, and be thereby enabled to improve the said commons or waste grounds so remaining unimproved as aforesaid, and for such other purposes as he shall think proper; and in consideration of and as a compensation for the same, the said Thomas Froggatt hath proposed to relinquish the said several powers of leasing, and of charging the said estate with two thousand five hundred pounds, and of falling timber for any other use or purpose than the improvement of the said estate:

Mr. Froggatt desires power to raise 6000l.

and is willing to give up his power of leasing and selling timber.

And whereas the said Hannah the wife of the said Thomas Froggatt is well satisfied that the said proposal of the said Thomas Froggatt will be greatly for the benefit and advantage of the several persons, who are or shall be intitled to any

That the same will be for the benefit of the children,

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beneficial

beneficial estate or interest under or by virtue of the said recited articles of agreement :

but cannot  
be carried  
into execu-  
tion without  
the aid of  
parliament.

**But although** the said Thomas Froggatt and Hannah his wife are very desirous that such proposal shall be carried into execution ; **Yet** by reason of the infancy of the said children, and the limitations covenanted or agreed to be limited by the said articles of agreement or settlement, with such deviations from the same articles, cannot be made, nor can such proposal be carried into execution, without the aid and authority of parliament ;

**Wherefore** your majesty's most dutiful and loyal subjects the said Thomas Froggatt and Hannah his wife, in behalf of themselves and of the said Thomas Mort Froggatt, Betty Froggatt, and Hannah Froggatt their said infant children,

Do most humbly beseech your M A J E S T Y,

Estate vested  
in trustees,  
discharged of  
the trusts in  
marriage ar-  
ticles.

**That it may be Enacted ; And be it Enacted**, by the KING's most excellent MAJESTY, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present parliament assembled, and by the authority of the same, That the said manor or lordship of Astley, with all its rights, members, and appurtenances, and the demesne and demesne lands thereunto belonging, and all that the said capital messuage, and other messuages, lands, tenements, rents, and hereditaments situate, lying, or being within the said several townships of Astley, Tyldesley, and Bedford, or elsewhere in the said county of Lancaster, which are comprized in the said recited articles of agreement, or mentioned or intended to be, and whereof or wherein at the time of the date and making of the said recited articles of agreement, he the said Thomas Froggatt, or any other person or persons in trust for him, or for his use, then had or now have or hath any estate, right, title, interest, equity of redemption, benefit, property, claim, or demand whatsoever, either at law or in equity, in possession, reversion, remainder, use, trust, or expectancy, together with all houses, out-houses, edifices, buildings, lands, meadows, pastures, woods, under-woods, mines, delfs, quarries, courts-leet, courts-baron, wastes, waste grounds,

com-



commons, common of pasture and turbary, royalties, franchises, liberties, immunities, privileges, perquisites, profits, and emoluments to the said manor or lordship, capital and other messuages, lands, tenements, rents, and hereditaments, or any part thereof belonging or in any-wise appertaining or therewith usually occupied or enjoyed, or accepted, reputed, taken, or known to be part, parcel, or member thereof; and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the same premises, shall from and after the passing of this act be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon John Hookham of the city of London, esquire, and William Turner of Warrington, in the said county of Lancaster, gentleman, and their heirs, freed, discharged, and absolutely acquitted, exempted, and exonerated of, from, and against all and every the uses, trusts, estates, rents-charge, covenants, powers, provisoes, limitations, declarations, and agreements, limited, created, provided, expressed, or declared, or covenanted or agreed to be limited, created, provided, expressed, or declared of and concerning the same, in and by the said recited articles of agreement of the ninth day of December one thousand seven hundred and fifty-five.

**And it is hereby further Enacted and Declared,** by the authority aforesaid, That they the said John Hookham and William Turner, and their heirs, shall stand and be seised of the said manor or lordship, messuages, lands, tenements, rents, hereditaments, and premises so vested in them and their heirs as aforesaid, to and for the several uses, intents, and purposes, upon the several trusts, and under and subject to the several powers, provisoes, limitations, declarations, and agreements herein after-declared and expressed of and concerning the same (that is to say) To the use of the said Thomas Froggatt and his assigns for and during the term of his natural life: And from and immediately after the determination of that estate by forfeiture or otherwise, To the use of the said John Hookham and William Turner, and their heirs, during the life of the said Thomas Froggatt in trust, to preserve the contingent uses and estates herein after-limited from being defeated or destroyed; and for that purpose to make entries and bring

Trustees shall stand seised

to the uses and upon the trusts after-mentioned:

To the use of Mr. Froggatt for life; remainder to trustees to preserve contingent remainders;

remainder to  
the use that  
Mrs. Froggatt  
may receive  
an annuity of  
160l. per  
ann. for her  
life,

payable half-  
yearly;

with powers  
of distress and  
entry in case  
of non-pay-  
ment;

bring actions, as occasion shall require; but nevertheless to permit and suffer the said Thomas Froggatt and his assigns, to receive and take the rents, issues, and profits thereof, to and for his and their own use, during his life: And from and after the decease of the said Thomas Froggatt, then To the use, intent, and purpose that the said Hannah Froggatt his wife and her assigns, if she shall survive the said Thomas Froggatt, shall and may immediately after his decease, out of all and singular the said manor, lordship, capital and other messuages, lands, tenements, rents, hereditaments, and premises, or any part thereof, have, receive, and take for and during the term of her natural life one annual rent or yearly sum of one hundred and sixty pounds of lawful money of Great Britain, to be yearly issuing and payable out of the same premises, by even and equal payments at or upon the feast day of Saint Michael the Archangel, and the feast day of the Annunciation of the blessed Virgin Mary in every year, without any deduction or abatement out of the same, or any part thereof, for or in respect of any parliamentary or other taxes, rates, or charges whatsoever, assessed or to be assessed or imposed on the same, or on the said premises, out of which the same is to be issuing and payable, or any part thereof, or on the said Hannah Froggatt, or her assigns in respect thereof; the first payment thereof to begin and be made on such of the said feast days as shall first and next happen after the decease of the said Thomas Froggatt: And to this further use, intent, and purpose, that so often as the said rent or yearly sum of one hundred and sixty pounds shall happen to be behind or unpaid in part or in all by the space of twenty-one days next after either of the said feast days whereon the same ought to be paid as aforesaid, that then and so often and from time to time it shall and may be lawful to and for the said Hannah Froggatt and her assigns into and upon the said premises, out of which the said rent or yearly sum of one hundred and sixty pounds is to be issuing as aforesaid, and every of them, or any part thereof, to enter and distrain, and to sell and dispose of the distress and distresses then and there found according to law, until the said rent or yearly sum of one hundred and sixty pounds, and every part thereof, so in arrear and unpaid, and all costs and damages sustained by



by reason of the non-payment thereof, shall be fully satisfied and paid: And to this further use, intent, and purpose, that in case the said rent or yearly sum of one hundred and sixty pounds, or any part thereof shall be behind or unpaid by the space of forty days next after either of the said feast days whereon the same ought to be paid as aforesaid, that then and in such case (although there shall not have been any legal demand thereof) it shall and may be lawful to and for the said Hannah Froggatt, and her assigns, into the same premises charged and chargeable therewith, or into any part or parcel thereof, in the name of the whole, to enter, and to receive and take the rents, issues, and profits thereof, and of every part thereof, to her and their own proper use and uses, until thereby or therewith or otherwise the said Hannah Froggatt and her assigns shall be fully satisfied and paid all arrears of the said rent, and all payments which during such possession shall accrue or grow due, together with all costs, charges, damages, and expences that she or they shall be put unto or sustain by reason of the non-payment thereof.

**And be it further Enacted**, by the authority aforesaid, That the said annual rent or yearly sum of one hundred and sixty pounds so limited in use to the said Hannah Froggatt and her assigns, for her life as aforesaid, shall be and is hereby declared to be in lieu and full satisfaction, and in bar of all dower and thirds which she the said Hannah Froggatt might have or claim in, to, or out of any of the real estates which the said Thomas Froggatt hath been or shall or may be seised of at any time during the coverture between him and the said Hannah his wife: And as for and concerning the said manor or lordship, capital and other messuages, lands, tenements, hereditaments, and premises, from and after the decease of the said Thomas Froggatt (subject to and charged and chargeable with the said annual rent or yearly sum of one hundred and sixty pounds, and to the powers and remedies hereby given and provided for the recovery thereof) To the use and behoof of the said John Hookham and William Turner, their executors, administrators, and assigns, for and during and unto the full end and term of five hundred years from thence next ensuing, and fully to be complete

the said annuity shall be in bar of dower:

Remainder to  
Thomas Mort  
Froggatt and  
the other sons  
of Mr. and  
Mrs. Frog-  
gatt in tail-  
male;

remainder to  
Mr Froggatt  
in Fee.

Trusts of the  
term of 500  
years:

to secure  
Mrs. Frog-  
gatt's joint-  
ure.

plete and ended, without impeachment of or for any manner of waste, upon the several trusts, and to and for the several intents and purposes, and under and subject to the provisos herein after-declared or expressed concerning the same: And from and after the end, expiration, or other sooner determination of the said term of five hundred years, and in the mean time subject thereto, To the use of the said Thomas Mort Froggatt, and of the heirs male of his body lawfully issuing: And for default of such issue, To the use of the second, third, fourth, fifth, sixth, and all and every other the son and sons of the body of the said Thomas Froggatt on the body of the said Hannah his wife begotten or to be begotten, severally, successively, and respectively, and in remainder one after another as they and every of them shall happen to be in priority of birth and seniority of age, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, the elder of such sons and the heirs male of his body being always to be preferred, and to take before the younger of the same sons, and the heirs male of his and their body and bodies: And for default of such issue, To the use of the said Thomas Froggatt, his heirs and assigns for ever.

And as to, for, and concerning the said term and estate of Five hundred years in and by this act before limited in use to the said John Hookham and William Turner, their executors, administrators, and assigns as aforesaid, **It is further Enacted and Declared**, by the authority aforesaid, That the same term and estate is so limited to them upon the several trusts, and to and for the several intents and purposes, and under and subject to the several provisos herein after-declared or expressed concerning the same (that is to say) In trust in the first place for the further and better securing to the said Hannah Froggatt and her assigns for her life, in case she shall survive the said Thomas Froggatt, the said annual rent-charge, or yearly sum of one hundred and sixty pounds, herein before made payable to her for her jointure, clear of all taxes, and without any deduction or abatement, as the same shall become due and payable; and for that end and purpose, in case the said annual rent or yearly



yearly sum of one hundred and sixty pounds, or any part thereof, shall at any time or times be behind or unpaid by the space of Sixty days next after either of the said feast days whereon the same is herein before made payable as aforesaid, then and so often (although no formal or legal demand shall be made of the said annual rent or yearly sum of one hundred and sixty pounds, or the arrears thereof) the said John Hookham and William Turner, and the survivor of them, and the executors, administrators, and assigns of such survivor, shall and do from time to time enter into and upon all and every or any part of the said premises, and by and out of the rents, issues, and profits thereof, or by mortgage or sale thereof, or any part thereof, or by bringing actions against any of the tenants or occupiers of the same premises for recovery of the rents then in arrear, or by all or any of the ways and means aforesaid, or by any other ways and means, shall levy, raise, and pay all such arrears of the said annual rent or yearly sum of one hundred and sixty pounds as shall be so from time to time due and unpaid to her the said Hannah Froggatt or her assigns, together with all such costs, charges, and expences as she the said Hannah Froggatt, her executors, administrators, or assigns, or they the said John Hookham and William Turner, or the survivor of them, his executors, administrators, or assigns, shall or may expend or be put to for or by reason of the non-payment of the said annual rent or yearly sum, or any part thereof, and shall and do pay the overplus of the monies raised by the ways and means aforesaid (if any) to the person or persons next in remainder; and in the mean time, during the life of the said Hannah Froggatt, until the same annual rent shall be behind and unpaid as aforesaid, shall and do permit and suffer the person or persons next in remainder to receive and take the rents, issues, and profits of the said premises:

And upon this further trust, that in case there shall be an eldest or only son, and one or more other child or children, of the body of the said Thomas Froggatt, on the body of the said Hannah his wife begotten or to be begotten, they the said John Hookham and William Turner, and the survivor of them, his executors and administrators, shall and do, from and after the decease of the said Thomas Froggatt, or in his

If there shall  
be a son and  
a younger  
child or chil-  
dren,

life-

Trustees to  
raise any sum,  
not exceed-  
ing 4000l.  
for the por-  
tion of such  
younger child  
or children,  
as Mr. Frog-  
gatt shall by  
deed or will  
appoint.

In default of  
appointment,  
to raise  
2000l. for  
younger chil-  
dren's por-  
tion.

Life-time, if he shall so direct (but subject, and without pre-  
judice to the annual sum or yearly rent-charge of one hun-  
dred and sixty pounds herein before limited in use to the  
said Hannah Froggatt the mother for her life as aforesaid,  
and the powers and remedies herein before given for the  
more effectual securing and recovering the same) by leasing,  
mortgaging, or selling the said premises, or any part there-  
of, for all or any part of the same term, or by all or any  
of the ways or means aforesaid, or by any other ways or  
means, as they the said John Hookham and William Turner,  
or the survivor of them, his executors or administrators,  
shall think reasonable, levy and raise for the portion or  
portions of such younger son or sons, daughter or daugh-  
ters, such sum or sums of money, not exceeding the sum of  
four thousand pounds, and such yearly sums for their main-  
tenance, 'till their portions shall be payable, not exceed-  
ing the interest of their portions, and to be paid at such days  
and times, and in such proportions, if more than one, and  
in such manner as the said Thomas Froggatt by any deed or  
deeds, writing or writings to be by him executed in the pre-  
sence of two or more credible witnesses, or by his last will  
and testament in writing to be by him signed and published  
in the presence of three or more such witnesses, shall direct  
or appoint: And in default of such direction or appointment,  
then upon this further trust, that they the said John Hook-  
ham and William Turner, and the survivor of them, and  
the executors, administrators, and assigns of such survivor,  
do and shall after the decease of the said Thomas Froggatt,  
by all or any such ways or means as aforesaid (but without  
prejudice as before is mentioned) levy and raise the sum of  
two thousand pounds, and no more, for the portion and  
portions of all and every such younger child and children,  
and to be paid and payable in manner herein after-men-  
tioned; that is to say, If there shall be but one such child  
(not being an eldest or only son) be such child a son or  
a daughter, to be paid to such child being a son at his age  
of twenty-one years, and to such child being a daughter  
at her age of twenty-one years or day of marriage, which  
shall first happen after the decease of the said Thomas Frog-  
gatt; and in case there shall be two or more such children  
(not



(not being any of them an eldest or only son) be such children sons or daughters, or be there both sons and daughters, then the said sum of two thousand pounds to go and be shared and divided between or amongst any such two or more children (except an eldest or only son) in equal parts, shares, and proportions, and share and share alike, the parts and shares of such of them as shall be a son or sons, to be paid to him or them at his or their age or ages of twenty-one years, and the parts and shares of such of them as shall be a daughter or daughters to be paid to her or them at her or their age or ages of twenty-one years, or at the day or days of her or their respective marriages, which shall first happen; provided the times of payment aforesaid shall happen after the death of the said Thomas Froggatt; but if any such children, for whom portions are intended to be hereby provided, being a son or sons, shall attain his or their age or ages of twenty-one years, or being a daughter or daughters shall attain that age, or be married in the life-time of the said Thomas Froggatt, then the share and shares of such child or children shall be paid (but without prejudice as aforesaid) immediately after the decease of the said Thomas Froggatt, with interest from his death, after the rate of four pounds for every one hundred pounds by the year.

**Provided always,** That notwithstanding the postponing of the payment of such portion and portions until after the decease of the said Thomas Froggatt, all and every such portion and portions shall be considered as vested interests in such of the said younger sons as shall attain the age of twenty-one years, and in such of the daughters as shall attain that age, or be married in the life-time of the said Thomas Froggatt.

Portions when to be vested in the sons and daughters.

**Provided always, and be it further Enacted and Declared,** That the said term of five hundred years is herein before limited to them the said John Hookham and William Turner, their executors, administrators, and assigns, upon the several further trusts following; that is to say, that in case the said Thomas Mort Froggatt, and all and every other son and sons of the body of the said Thomas Froggatt on the

If no issue male, trustees to raise 3000l. for one daughter, and 4000l. for two or more daughters.

E

body

body of the said Hannah his wife to be begotten shall die without issue male of any of their bodies, before any of them shall attain the age of twenty-one years, and there shall be issue one or more daughter or daughters of the body of the said Thomas Froggatt on the body of the said Hannah his wife begotten or to be begotten, whether born in his lifetime or after his decease, then upon trust, that they the said John Hookham and William Turner, or the survivor of them, or the executors, administrators, or assigns of such survivor, do and shall, after the decease of the said Thomas Froggatt, and such failure of issue male as aforesaid, levy and raise, by all or any such ways or means as are herein before-mentioned (but without prejudice as aforesaid) such sum and sums of money for the portion and portions of all and every such daughters and daughter as are herein after-mentioned; that is to say, If there shall be but one such daughter, and no more, the sum of three thousand pounds for the portion of such only daughter, to be paid to her at such time and in such manner after the decease of the said Thomas Froggatt, as he the said Thomas Froggatt shall by any such deed or deeds, writing or writings, or last will and testament, to be executed and published as aforesaid, direct or appoint; and in default of such direction or appointment, to be paid to such only daughter at her age of twenty-one years, or day of marriage, which shall first happen; provided the same shall happen after the death of the said Thomas Froggatt; but if such daughter shall attain her age of twenty-one years, or be married in the life-time of the said Thomas Froggatt, then to be paid immediately after his decease, with interest after the rate aforesaid from the decease of the said Thomas Froggatt; and if there shall be more such daughters than one, then the sum of four thousand pounds for the portions of such daughters, to go and be shared and allotted to and amongst any such two or more of such daughters, in such parts, shares, and proportions, and in such manner and form, and to be paid at such days and times, after the decease of the said Thomas Froggatt, and subject to and with such provisos, conditions, and limitations over (such limitation over to be for the benefit of some or one of them) as the said Thomas Froggatt, by any deed or instrument in writing, or  
by



by his last will and testament in writing, sealed and delivered, or signed and published respectively by him as aforesaid, shall direct or appoint; and in default of such direction or appointment, to go to and be shared and divided between and amongst all such daughters in equal parts, shares, and proportions, and share and share alike, and to be paid and payable to them respectively at her or their age or ages of twenty-one years, or day or days of marriage, which shall first happen; provided the same shall happen after the decease of the said Thomas Froggatt; but if any such daughter or daughters shall attain her or their age or ages of twenty-one years, or be married in the life-time of the said Thomas Froggatt, then the share and shares of such daughter or daughters shall be paid immediately after the decease of the said Thomas Froggatt, with interest for the same after the rate aforesaid; nevertheless notwithstanding the postponing of the payment of such last-mentioned portions until after the decease of the said Thomas Froggatt, all and every such portions shall be considered as vested interests in such of the said daughters as shall attain the age of twenty-one years in the life-time of the said Thomas Froggatt.

Portions vested at twenty-one or marriage.

**Provided always,** That if any such child, being a daughter, shall depart this life before she shall attain her age of twenty-one years, or be married as aforesaid, or if any such child, being a son, shall depart this life, or become an eldest or only son before he shall attain his age of twenty-one years as aforesaid, then and in any or either of the said cases the portion or sum of money hereby provided for each such daughter or daughters, so dying and not being married, or for each such son so dying or becoming an eldest son, or so much thereof as shall not have been sooner advanced for him, her, or them shall from time to time go and accrue to the survivors or survivor, and others or other of the said children (except an eldest or only son) and shall be equally divided between or amongst them all (if more than one) share and share alike; and the same shall be paid and payable at such respective days and times, and shall go in the same manner to such surviving and other child and children then in being, as is herein before provided and declared touching his, her, or their

Portions to survive.

their original portion or portions ; and in case any other of the said children shall die, or become an eldest or only son, before such accruing part or share shall become vested as aforesaid, then all and every such accruing or surviving share or shares shall again be subject and liable to such further right, chance, contingency, or condition of accruer or survivorship to the survivors and survivor, and others and other of the said children, as herein before is declared touching his, her, or their original portion or portions.

If daughters receive any part of their portions in case of issue male who afterwards die, the same to be deemed in part of what they may become intitled to upon that event.

**Provided always,** That if any daughter or daughters of the said Thomas Froggatt, on the body of the said Hannah Froggatt his wife begotten or to be begotten, shall become intitled to any sum or sums of money, for her or their portion or portions to be raised by virtue of the trusts of the said term of five hundred years, for the portions of younger sons and daughters, in case of issue male as aforesaid, then and in such case such sum or sums of money, to which such daughter or daughters shall so become intitled, shall go and be deemed, considered, and taken as and for so much of the aforesaid sum of three thousand pounds, or the aforesaid sum of four thousand pounds, herein before provided to be raised by virtue of the trusts of the same term for the portion and portions of such daughter and daughters respectively, in case of failure of issue male as aforesaid.

Money advanced to younger children shall be deemed part of their portions, unless Mr. Froggatt declares the contrary.

**Provided always, and be it further Enacted, and Declared,** That if the said Thomas Froggatt shall in his lifetime give to any of his said daughter or daughters in marriage, or to any of his youngest son or sons, any sum or sums of money, then if such sum or sums shall be equal to the portion or portions hereby intended to be provided for such son or sons, daughter or daughters respectively, such sum or sums so advanced by him respectively shall in that case be accounted in full satisfaction of the portion or portions hereby intended for such son or sons, daughter or daughters respectively ; but if such advanced portion or portions shall be less than the portion or portions hereby intended for such son or sons, daughter or daughters respectively, then such advanced portion or portions shall be accounted



accounted a part of the portion or portions hereby intended for such son or sons, daughter or daughters respectively; and then so much more only shall be raised as will make his, her, or their advanced portion or portions equal to the portion or portions hereby provided or intended for him, her, or them respectively, unless the said Thomas Froggatt shall declare the contrary by writing under his hand, attested by two or more credible witnesses.

**Provided always, and be it further Enacted and Declared,** That it shall and may be lawful to and for the said John Hookham and William Turner, and the survivor of them, or the executors or administrators of such survivor, at any time or times after the decease of the said Thomas Froggatt, as they shall see occasion, to levy and raise, by any such ways and means as are herein before-mentioned (but without prejudice as aforesaid) any part of the portion or portions hereby intended for any such younger son or sons, daughter or daughters not exceeding in the whole the sum of five hundred pounds for the better educating or placing out in the world, or the advancing in marriage of every or any such child or children, notwithstanding his, her, or their portion or portions shall not then have become due or payable, so as such sum or sums of money shall go and be considered and taken as part of the portion or portions hereby provided for such child or children for whose benefit such sum or sums of money shall be raised.

Trustees to raise any part of the younger children's portions after the father's death, not exceeding 500l.

**And be it further Enacted and Declared,** by the authority aforesaid, That they the said John Hookham and William Turner, and the survivor of them, and the executors and administrators of such survivor do and shall after the decease of the said Thomas Froggatt (but nevertheless without prejudice as aforesaid) levy and raise by all or any of the ways and means aforesaid for the maintenance and education of all and every such child and children for whom a portion or portions is or are intended to be hereby provided as aforesaid in the mean time, until his, her, and their portion or portions shall become payable, such yearly sum and sums of money as will be equivalent to what the interest of his, her,

Trustees to raise maintenance money for the younger children.

and their portion and portions (were he, she, or they then intituled thereto) would then amount unto after the rate aforesaid; the said yearly sums for maintenance to be paid half-yearly on the feast days herein before-mentioned, the first payment thereof to be made on such of the said feast days as shall first happen after the death of the said Thomas Froggatt.

Not to make  
any sale or  
mortgage till  
portions be-  
come pay-  
able.

**Provided always, and be it further Enacted and Declared,** That no sale or mortgage shall be made for raising any such portion or portions, until some or one of the same portions shall become payable (other than and except for the levying and raising such part or parts of the portion or portions hereby intended for such younger son or sons, daughter or daughters, as it may be thought proper to levy and raise for the placing out in the world, or the advancing in marriage of him, her, or them as aforesaid) and that after the aforesaid clear yearly rent of one hundred and sixty pounds, and the maintenance and interest shall be raised and paid, the residue and surplus of the rents and profits of the said premises, shall, until the said several portions shall respectively become payable, or come to be raised as aforesaid, be had and received by the person or persons respectively who for the time being shall be next intituled to the reversion or remainder of the said premises immediately expectant on the said term of five hundred years to and for his, her, or their own use and benefit.

After the  
trusts are per-  
formed the  
term to cease.

**Provided always, and be it further Enacted and Declared,** That in case all and every of the trusts declared, as aforesaid of and concerning the said term of five hundred years, shall in all things be fully performed and satisfied, or shall be discharged either by becoming unnecessary or incapable of being performed, or by any other means, and the said John Hookham and William Turner, and each of them, their and each of their executors, administrators, and assigns, shall be fully reimbursed and satisfied all charges and expences occasioned by or relating to the trusts hereby in them reposed, Then the said term of five hundred years of and in the said manor, capital, and other messuages, lands, tenements, rents, hereditaments, and premises therein comprized, or



of and in so much of the same as shall then remain unsold or undisposed of for the purposes aforesaid, shall cease, determine and be void to all intents and purposes whatsoever, any thing herein before contained to the contrary thereof in anywise notwithstanding.

**Provided also, and be it further Enacted and Declared,** by the authority aforesaid, That it shall and may be lawful to and for the said Thomas Froggatt at any time during his natural life by any deed or deeds, writing or writings under his hand and seal, or by his last will and testament in writing, or any writing purporting to be or in the nature of his will attested as aforesaid, to charge all and every the said manor, messuages, lands, tenements, rents, hereditaments, and premises, or any part thereof (but subject and without prejudice to the trusts of the said term of five hundred years, and to any annual sum or yearly rent-charge, or other charges or provisions to be made and charged upon the said premises, pursuant to all or any of the powers herein before given and granted as aforesaid) with the payment of any sum or sums of money, not exceeding in the whole the sum of six thousand pounds, either for the benefit of himself, or to be paid to such other person or persons, and at such time and times, in such manner, and for such uses, intents, and purposes as he the said Thomas Froggatt shall think proper, and in such deed or will direct or appoint, and to limit and appoint any term, not exceeding one thousand years, for better securing the same; yet so that out of such sum or sums to be raised by virtue of this power, the said sum of one thousand five hundred pounds, and all interest due for the same on the said mortgage, shall in the first place be paid and satisfied, unless the same shall have been sooner paid by the said Thomas Froggatt, his heirs, executors, or administrators.

Power for Mr. Froggatt to raise any sum not exceeding 6000l.

**Provided always nevertheless,** That nothing herein contained shall extend or be construed to extend to restrain or hinder the said Thomas Froggatt or his assigns, during the term of his natural life, from getting any coal, cannel, limestone, or other minerals within or under the said manor, lands,

Power for Mr. Froggatt to get coal, &c. and to sell timber for improvements.

lands, tenements, hereditaments, and premises, or any part thereof, or from falling any timber or other trees, to be employed and used for the benefit or improvement of the said premises : But it shall and may be lawful to and for the said Thomas Froggatt and his assigns, during the term of his natural life, to get any coal, cannel, lime-stone, or other minerals within or under the said estate, and to sell and dispose thereof to and for his and their own proper use and benefit ; and also to fall and cut down such timber and other trees as shall or may be necessary and proper to be employed and used in the repairing or erecting buildings, or making other improvements in or upon the said manor, messuages, lands, tenements, hereditaments, and premises, or some part thereof ; and in so doing the said Thomas Froggatt or his assigns shall not be punishable for any damage or waste to be thereby done or committed ; any thing herein contained to the contrary thereof notwithstanding.

Power to lease  
for 21 years,  
reserving the  
best yearly  
rent that can  
be got for the  
same.

**Provided always, and be it further Enacted and Declared,** by the authority aforesaid, That it shall and may be lawful to and for the said Thomas Froggatt, during his life, by indenture to demise or lease all, every, or any of the said manor, lordship, capital, and other messuages, lands, tenements, rents, hereditaments, and premises to any person or persons for any term or number of years not exceeding twenty-one years in possession, but not in reversion, or by way of future interest, so as upon every such lease there be reserved and made payable during the continuance thereof, to be incident to the immediate reversion of the said premises, the best and most improved yearly rents that can then be reasonably had or obtained for the same, without taking any fine, premium, or income, or any thing in the nature or in lieu of any fine, premium, or income, and so as none of the lessees to whom such lease or leases shall be made be by any clause or words therein contained freed from impeachment of waste, or exempted from punishment for committing the same ; and so as in every such demise or lease there be contained a clause of re-entry, in case the rent and rents thereupon to be reserved be behind and unpaid by



by the space of twenty-one days, and so as the lessee and lessees, to whom such lease or leases shall be made, doth and do execute a counter part or counter parts of such lease or leases.

**And be it further Enacted and Declared,** by the authority aforesaid, That when the said sum of four thousand pounds secured by such mortgage aforesaid, or such part thereof as now remains due or owing upon the same, and all interest due and to grow due in respect thereof, shall be paid, satisfied, and discharged in pursuance of the covenant of the said Thomas Froggatt contained in the said recited articles of agreement, all and every the messuages, lands, hereditaments, and premises comprized in the said mortgages, or the term or estate for which the same stood mortgaged, shall be assigned in trust to attend the several uses, estates, and limitations herein before limited thereof as aforesaid, and to protect and defend the same from all mesne incumbrances, if any such there shall be.

When the 4000l. is paid, the term to be assigned in trust to attend the uses herein mentioned.

**Provided always, and be it further Enacted and Declared,** by the authority aforesaid, That the said several trustees in and by this act named and appointed for the purposes before-mentioned, and each of them, their and each of their heirs, executors, administrators, or assigns, shall be chargeable with or accountable only for what money they shall respectively actually receive, and with or for no more: neither shall the one of them be chargeable or accountable for the other of them, or for the acts, receipts, neglects, and defaults of the other of them, but each of them only for his own acts, receipts, neglects, and defaults; nor shall they, or either or any of them, be chargeable or accountable for any loss or damage which may happen by reason of depositing the said money, or any part thereof, in any bank or banker's hands, or by reason of any bad, defective, or insufficient security or securities, title or titles to be taken or accepted in pursuance of the trusts aforesaid, save only such as shall happen by reason or means of his or their respective wilful neglect or default only; and that they, each and every of them, shall and may, out of all and every the

Trustees indemnified from losses, save through their own default.

rents and profits, sum and sums of money which shall come to his or their hands by virtue of the trusts aforesaid, retain to and reimburse himself or themselves respectively all such costs, charges, damages, and expences as they or any of them shall or may bear, pay, or be put unto for or by reason of the trusts hereby in them reposed, or in or about the management and execution thereof.

Provisions  
hereby made  
are to be  
deemed an  
effectual exe-  
cution of the  
articles.

**And it is hereby further Enacted and Declared**, by the authority aforesaid, That the said annual rent or yearly sum of one hundred and sixty pounds, so limited in use to the said Hannah Froggatt and her assigns for life as aforesaid, and the said several sums herein before provided for the younger son and sons, daughter and daughters, in case there shall be issue male, or for the daughter or daughters in case of failure of issue male, and the several sums herein before provided for their maintenance and education, or for the advancing in marriage or placing out in the world any such daughter or daughters, younger son or sons, together with the provisoes and powers herein declared concerning the same respectively, shall be and is hereby declared to be in lieu and full satisfaction and compensation for the said annual rent or yearly sum of one hundred and sixty pounds, and the said several sums of money for younger childrens portions covenanted or agreed to be secured and made payable to her the said Hannah Froggatt, and to be provided for and made payable to such younger children, and that the same, and all and every the other uses, trusts, estates, powers, provisoes, and limitations herein before limited, created, and declared of and concerning the said manor, messuages, lands, tenements, hereditaments, and premises, from and after the passing of this act, shall for ever be deemed as effectually carrying the said articles into execution, and as full a performance thereof, as if the same articles, and every covenant, agreement, proviso, declaration, and every matter and thing therein contained, had been in every respect complied with; and from thenceforth the said Thomas Froggatt, his heirs, executors, and administrators, and his and their lands, tenements, hereditaments, goods, and chattels, shall for ever be freed, discharged,



discharged, and indemnified of, from, and against all covenants and agreements in the said articles contained, and which on his and their parts were to have been performed and kept (save and except the said Thomas Froggatt's covenant for payment of the said sum of four thousand pounds).

**Saving always** to the KING's most excellent MAJESTY, <sup>General Saving.</sup> his heirs and successors, and to all and every other person and persons, bodies politick and corporate, their respective heirs, successors, executors, and administrators (other than and except the said Thomas Froggatt and Hannah his wife, and the first and other son and sons of the body of the said Thomas Froggatt on the body of the said Hannah his wife, and the Heirs Male of the body and respective bodies of such first and other son and sons, and the daughter and daughters of the body of the said Thomas Froggatt on the body of the said Hannah his wife, and the right Heirs of the said Thomas Froggatt, and all and every other person or persons named and appointed in or claiming any estate, right, title, use, trust, or interest under or by virtue of the said articles herein before-mentioned recited or referred to) all such estate, right, title, use, trust, interest, claim, and demand whatsoever of, in, to, and out of the said manor, messuages, lands, tenements, hereditaments, and premises hereby vested in them the said John Hookham and William Turner, and their Heirs as aforesaid, as they, every or any of them, had before the passing of this act, or should, could, or might have had, held, enjoyed, or been intitled to in case this act had not been made.

A N  
C T  
F O R

Vesting the Manor of Attley, and certain  
Messuages, Lands, Tenements, and Here-  
ditaments in Attley, Tyldesley, and Bedford,  
in the County of Lancashire, comprized in  
the Marriage Articles of Thomas Froggatt  
and Hannah his Wife, in Trustees, to the  
several Uses, upon the Trusts, and subject  
to the Powers, Provisoes, and Restrictions  
therein mentioned.

[ 1771. ]